

**AMENDMENT NO. 5 TO AGREEMENT FOR PERSONNEL, SERVICES,
VEHICLES, FACILITES EQUIPMENT, INVESTMENTS, AND GRANT
ADMINISTRATION**

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, an Agreement for Personnel, Services, Vehicles, Facilities and Equipment (the “Agreement”) was made in December 2016, by and between the CITY OF DEER PARK, a municipal corporation located in Harris County, Texas, (the “City”) and the DEER PARK FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES DISTRICT, a fire control, prevention, and emergency medical services district created under Chapter 344 of the Texas Local Government Code, as amended, (the “Act”) and located in Harris County, Texas, (the “District”). For and in consideration of the mutual covenants herein contained, it is agreed as follows:

WHEREAS, Section 5 of said Agreement provides that term of the Agreement shall be October 1, 2016, and ending one year after the date the District first levies taxes for District purposes, unless sooner terminated by either party hereto pursuant to the terms hereof or unless the District is dissolved prior to such time). The agreement further provides that it may be extended by mutual consent of the governing bodies of both parties. Any such extension or amendment of this agreement will be in writing.

WHEREAS, in 2017 Amendment No. 1 to the agreement was approved, wherein, it was agreed by the City and the District that the Agreement be extended for one additional year, beginning on October 1, 2017, and ending one year after the date the District first levies taxes for District purposes, unless sooner terminated by either party hereto pursuant to the terms hereof or unless the District is dissolved prior to such time. It was further agreed that this Agreement may be further extended by mutual consent of the governing bodies of both parties, and that any such extension or amendment will be in writing.

WHEREAS, in 2018 Amendment No. 2 to the agreement was approved, wherein, it was agreed by the City and the District that the Agreement be extended for one additional year, beginning on October 1, 2018, and ending one year after the date the District first levies taxes for District purposes, unless sooner terminated by either party hereto pursuant to the terms hereof or unless the District is dissolved prior to such time. It was further agreed that this Agreement may be further extended by mutual consent of the governing bodies of both parties, and that any such extension or amendment will be in writing.

WHEREAS, in 2018 Amendment No. 3 to the agreement was approved, wherein, it was agreed by the City and the District that the Agreement be amended to include the City would provide for Grant administration, either through City personnel or on a contract for services basis administered by the City, and said services be included in the agreement.

WHEREAS, in 2019 Amendment No. 4 to the agreement was approved, wherein, it was agreed by the City and the District that the Agreement be extended for one additional year, beginning on

October 1, 2019, and ending one year after the date the District first levies taxes for District purposes, unless sooner terminated by either party hereto pursuant to the terms hereof or unless the District is dissolved prior to such time. It was further agreed that this Agreement may be further extended by mutual consent of the governing bodies of both parties, and that any such extension or amendment will be in writing.

WHEREAS, for and in consideration of the mutual covenants herein contained, it is agreed by the City and the District that the Agreement shall be extended for one additional year, beginning on October 1, 2020, and ending one year after the date the District first levies taxes for District purposes, unless sooner terminated by either party hereto pursuant to the terms hereof or unless the District is dissolved prior to such time. It is further agreed that this Agreement may be further extended by mutual consent of the governing bodies of both parties, and that any such extension or amendment will be in writing.

WHEREAS, the Agreement is hereby amended to include the following additional provisions:

1. Funds to be provided by the District.

For and in consideration of the services to be provided by the City in furtherance of the District’s programs, the District shall provide the funds to the City for the actual costs of such programs for FY 2020-2021. A summary of the funds to be provided by the District for FY 2020-2021 is below. The adopted budget for FY 2020-2021 is included in the attached Exhibit A.

<i>Type of Expenditure</i>	<i>Amount</i>
Fire Services	
Personnel & Related Services	\$ 0.00
Services	117,900.00
Supplies	132,700.00
Repair & Maintenance	92,000.00
Other Operating Exp.	0.00
Capital Outlay	<u>182,600.00</u>
Total Fire Services Expenditures	<u>\$ 525,200.00</u>
Emergency Medical Services	
Personnel & Related Services	\$ 724,833.00
Services	115,430.00
Supplies	42,000.00
Repair & Maintenance	17,000.00
Other Operating Expenditures	0.00
Capital Outlay	<u>0.00</u>
Total Emergency Medical Services	<u>\$ 899,263.00</u>
Fire Marshal	
Personnel & Related	\$ 116,909.00

Services	21,000.00
Supplies	1,300.00
Repair & Maintenance	4,500.00
Other Operating Expenditures	0.00
Capital Outlay	0.00
Total Fire Marshal Expenditures	<u>\$ 143,709.00</u>
Total Expenditures	<u>\$ 1,568,172.00</u>

Unless otherwise provided, all payments required to be made herein shall be payable on or before 30 days after the District receives the sales and use tax levied pursuant to the provisions of the Act from the State comptroller. While the District receives such funds from the State on a monthly basis, the District's obligations under this Agreement are on a yearly basis. As such, any funds received by the District during an agreement year and/or any prior year shall be applied to the actual expenses incurred during each year, regardless of when they are received.

The City understands and agrees that the District's obligation for payment under this Agreement shall at no time exceed the amount of sales and use tax revenue received by the District in any agreement year. If adequate funds are not received, the District shall have the obligation to pay the revenues actually received and the City shall be obligated to expend only to the extent that such revenues cover the programs enumerated hereinabove.

All other provisions of the Agreement shall remain in full force and effect.

The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, the parties have made and executed this contract in multiple copies, each of which shall be an original.

CITY OF DEER PARK

**DEER PARK FIRE CONTROL,
PREVENTION AND EMERGENCY
MEDICAL SERVICES DISTRICT**

JERRY MOUTON, JR., Mayor

SAM PIPKIN, President

ATTEST:

ATTEST:

SHANNON BENNETT, City Secretary

SHANNON BENNETT, Secretary

Date Signed: _____

Date Signed: _____